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PACIFIC X TELESIS
Group-Washington

May 23, 1996

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

EX PARTE

William F. Caton
Acting Secretary
Federal Communications Commission
Mail Stop 1170
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Dear Mr. Caton:

Re: CC Docket No. 96-45, Universal Service

A demonstration diskette of Pacific's Cost Proxy Model with data from California is being sent to Rafi Mohammed of the Common Carrier Bureau. Because this diskette contains trade secrets, we are filing it under seal with a Request for Confidential Treatment (attached).

We are submitting two copies of this notice in accordance with Section 1.1206(a)(1) of the Commission's Rules.

Please stamp and return the provided copy of the cover letter to confirm your receipt. Please contact me should you have any questions or require additional information concerning this matter.

Sincerely,



cc: Rafi Mohammed (with diskette, under seal)

Enclosures: Request for Confidential Treatment
Licensing Agreement

No. of Copies rec'd
List ABCDE

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REQUEST FOR CONFIDENTIAL TREATMENT

Pacific Telesis Group considers the information attached hereto (a computer diskette) to be confidential and proprietary. The diskette contains the computer program known as the Cost Proxy Model which is a proprietary model written by Pacific Bell and INDETEC and which is subject to the copyright laws. This proprietary model contains trade secret information that is not customarily released to the public or to competitors. Other parties may obtain a copy of this model by signing the attached licensing agreement, which provides the diskette free to parties agreeing to restrict its use to CC Docket No. 96-45, and who return the agreement to Peter Geiler, 2600 Camino Ramon, Room 3S25011, San Ramon, CA 94583.

Accordingly, Pacific Telesis Group believes this material qualifies for protection from public inspection under Section 0.457(d) of the commission's Rules 47 CFR § 0457(d). Therefore, pursuant to Section 0.459 of the Commission's Rules, Pacific Telesis Group requests that this information not be placed in the public record, and be withheld from public inspection.

Date: 5/23/96

Signature: _____


Gina Harrison

SOFTWARE LICENSE AGREEMENT

This Agreement ("Agreement"), effective _____, 19__, is between Pacific Bell, a corporation and INDETEC International, Inc., a corporation ("Licensors"), and _____, a _____ corporation ("Licensee"). The parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms and all other terms defined in this Agreement have the meanings so defined unless the context clearly indicates otherwise. A term defined in the singular shall include the plural and vice versa when the context so indicates.

a. "Designated CPU" means the central processing unit that has been described and designated in Exhibit A.

b. "Information" means specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information and other confidential business, customer or personnel information or data (other than the Software), whether written, oral or otherwise.

c. "Software" means the computer programs in object code form, documentation, and related information comprising the Cost Proxy Model (CPM) program.

2. GRANT OF RIGHTS TO USE THE SOFTWARE

Subject to the terms of this Agreement, Licensors grant to Licensee a personal, nontransferable, nonexclusive, nonassignable, limited right to use the Software within the United States on the Designated CPU for internal business purposes only in connection with Licensee's participation in the Federal Communications Commission proceeding entitled "In the Matter of Federal-State Joint Board on Universal Service" (hereinafter referred to as "FCC Docket Number CC-96-45") .

3. TERM

The right granted in Section 2 of this Agreement shall become effective upon delivery of the Software to Licensee and, unless sooner terminated or cancelled as provided herein, shall continue for such time as Licensee continues to participate in FCC Docket Number CC-96-45 or any judicial appeal or review thereof.

4. TITLE

Title to the Software shall remain solely in Licensors. Licensee shall have no right to sell, lease, license or otherwise transfer or dispose of any portion of the Software or any rights in or to any portion of the Software, without the express written consent of Licensors.

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12. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 11 ("WARRANTY AGAINST INFRINGEMENT") LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSLY OR IMPLIEDLY, REGARDING THE SOFTWARE. BY WAY OF EXAMPLE BUT NOT OF LIMITATION, LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13. GOVERNING LAW

The construction and performance of this Agreement shall be governed by the laws of the State of California.

14. NOTICES

All notices or other communications hereunder are deemed given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, and addressed as follows:

To: _____

Attn: _____

To: Pacific Bell
2600 Camino Ramon, Room 3S250II
San Ramon, CA 94583
Attn: P. Geiler

To: INDETEC International, Inc.
351 La Amatista
Del Mar, CA 92014
Attn: D. Thompson, C.F.O.

The address to which notices or communications may be given by either party may be changed or written notice given by such party to the other pursuant to this section.

15. **PUBLICITY**

Licensee shall not use Licensors' names or any language, pictures or symbols which could, in Licensors' judgment, imply Licensors' identity in any (a) written or oral advertising or presentation or (b) brochure, newsletter, book, or other written material of whatever nature, except pleadings filed in F.C.C. Docket Number CC-96-45, without Licensors' prior written consent.

16. **CANCELLATION**

If either Licensors or Licensee are in material default of any of its obligations hereunder, and such default continues for 30 days after written notice thereof by the party or parties not in default, such nondefaulting party or parties may cancel this Agreement.

17. **AMENDMENTS AND WAIVERS**

This Agreement may be amended or modified only by a written document signed by the authorized representative of the party against whom enforcement is sought. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right or condition. Waiver by any party of any default shall not be deemed a waiver of any other default.

18. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of Licensors and Licensee and not for any other person.

19. **SEVERABILITY**

If any provision or any part of a provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

20. **SURVIVAL**

Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of this Agreement shall so survive.

21. **ENTIRE AGREEMENT**

This Agreement and all documents attached to or referenced herein constitute the entire agreement between Licensors and Licensee with respect to the subject matter.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

By: _____

Title: _____

Date Signed: _____

Pacific Bell

By: _____

Title: _____

Date Signed: _____

INDETEC International, Inc.

By: _____

Title: _____

Date Signed: _____

EXHIBIT A

DESIGNATED CPU

CPU Type and Serial Number: _____

Address of CPU Location: _____
